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10-11-1981

## Acme Markets, Inc., Region East and United Food and Commercial Workers, AFL-CIO, Local 1245 (1981)

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## Acme Markets, Inc., Region East and United Food and Commercial Workers, AFL-CIO, Local 1245 (1981)

Location

NJ

Effective Date

10-11-1981

Expiration Date

10-13-1984

Number of Workers

2300

Employer

Acme Markets, Inc., Region East

Union

United Food and Commercial Workers

Union Local

1245

NAICS

44

Sector

P

Item ID

6178-008b176f011\_09

### Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

### Comments

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## A G R E E M E N T

AGREEMENT made by and between ACME MARKETS, INC., REGION EAST, with offices in Whippany, New Jersey (hereinafter referred to as the "Employer"), and UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1245, Little Falls, New Jersey, chartered by United Food & Commercial Workers International Union, AFL-CIO (hereinafter referred to as the "Union").

WHEREAS, the Employer and the Union in the performance of this Agreement agree not to discriminate against any employee or applicant for employment because of race, color, religious creed, origin, age or sex.

### SECTION 1 MANAGEMENT AUTHORITY

The authority and responsibility for the management of the business including but not limited to the planning, direction and control of the working force shall repose exclusively in the Employer and its appointed representatives, subject to the provisions of this Agreement.

All rights and powers not expressly restricted or limited by the terms of this Agreement shall remain in and exercised at the sole discretion of the Employer.

### SECTION 2 UNION RECOGNITION

A. The Employer recognizes the Union in accordance with past practice as exclusive bargaining representative of all employees, working in job classifications listed in Exhibit "A", attached hereto, specifically excluding "Managers," "Assistant Managers" and "Supervisory Trainees," in stores within the jurisdiction of the Local administered under Employer's Region East.

B. Where Employer establishes new stores within the jurisdiction of the Local, it is agreed that this Agreement shall apply to such stores so long as they continue to be administered by Region East.

C. All work and services connected with or incidental to the handling or selling of all merchandise offered for sale to the public in the Employer's retail establishments covered by this Agreement shall be performed only by employees of the

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## SECTION 2 - UNION RECOGNITION (Cont'd)

Employer within the unit referred to above for which the Union is recognized as the collective bargaining agency by the Employer. This Agreement shall not be construed as restricting a sales representative from inspecting any and all merchandise of his respective company for spoilage or replacement, nor shall it apply to special displays. The application of this clause will be held in abeyance pending uniform industry application.

D. In the event that the Employer contemplates the introduction of major technological changes affecting bargaining unit work, advance notice of such changes will be given to the Union. If requested to do so, the Employer will meet with the Union prior to such introduction and discuss the conditions by which such introduction will be made.

## SECTION 3 UNION SECURITY

A. All employees, except Apprentice Clerks, shall as a condition of employment become and remain members of the Union on the thirty-first (31st) day following the date of their employment or on the thirty-first (31st) day following the effective date of this Agreement, whichever is later.

B. All Apprentice Clerks shall as a condition of employment become and remain members of the Union in good standing on and after the sixty-first (61st) day following the date of their first employment or on and after the sixty-first (61st) day following the effective date of this Agreement, whichever is the later.

C. It is further understood that all employees, except Apprentice Clerks, shall be on probation for the first thirty (30) days of employment and may be discharged by the Employer giving the Union no cause for dismissal within this period; except that employees hired for new store openings and for remodeled stores shall be on probation for the first sixty (60) days of employment. The sixty (60) day probationary period shall not apply to such new stores or remodeled stores after they are open more than thirty (30) days.

D. Apprentice Clerks shall be on probation for the first sixty (60) days of employment and may be discharged by the Employer, giving the Union no cause of dismissal within this period.

### SECTION 3 - UNION SECURITY (Cont'd)

E. Upon failure of any employee to become or remain a member of the Union within the period and under the conditions specified in Paragraphs A and B above, the Union shall notify the Employer in writing of such failure and the Employer shall immediately upon receipt of such notice, discharge any such employee in accordance with the provisions of the Labor-Management Relations Act of 1947 as amended.

F. The Union agrees to furnish to the Employer at least one Union Store Card for each of the Employer's stores covered by this Agreement to be displayed on the premises. Such card shall remain the property of and shall be surrendered to the Union upon demand.

G. The Employer will notify the Union in writing within thirty (30) days from the date of employment, reinstatement or transfer into the bargaining unit of any employee, the name of such employee, the home address, job classification, Social Security number and date of employment, reinstatement or transfer.

### SECTION 4 RIGHT OF DISCHARGE

A. The Employer shall have the right to discharge any employee for just cause. The Employer shall not discharge or discriminate against any employee because of his membership in the Union or his participation in Union activities. The Employer shall notify the Union giving the date and specific reason for termination of any employee as soon as possible.

B. The parties hereto recognize the circumstances that the number of employees required by the Employer to transact its business is and will be subject to fluctuation. Nothing in this Agreement shall affect the right of the Employer to increase or to reduce the number of its employees and, at its discretion, the Employer may make such layoffs or separations from its service as it may find necessary for the operation thereof.

### SECTION 5 SENIORITY

A. The Employer recognizes the principles of seniority and shall be governed by said principle in matters of promotions, demotions, layoffs, and recalls, subject to the ability of employee involved to perform the work in question.



SECTION 5 - SENIORITY (Cont'd)

- B. 1. Seniority shall be defined as continuous service from the last employment date with the Employer within the bargaining unit.
- 2. Upon request, the Employer agrees to compile and furnish to the Union seniority lists of all employees, including a list of employees in classified jobs.
- C. 1. Employees promoted to classified jobs shall retain previously acquired seniority for purposes of this Section in the classified job.
- 2. No employee can exercise seniority to claim a classified job.
- 3. Regular part time employees will be given preference for full time employment whenever a full time vacancy occurs, provided they are available and qualified for such work.
- D. 1. In the event of layoff or replacement of classified employees such employees shall be permitted to reclaim positions they previously held or an equivalent job to which the employee may be entitled by the application of seniority provided the employee is qualified and available to perform that required job.
- 2. Layoffs shall be in the reverse order of seniority, first in the store of employment, then within the District and then, if necessary, within the bargaining unit, subject to practicability.
- 3. Recall of employees from layoff shall be made in order of seniority so long as the most senior employee is capable and available to perform the work. The Employer shall notify such employees by Registered Letter or Telegram who shall report within seventy-two (72) hours (not counting Saturday or Sunday) of notification; if employee fails to report within this period, Employer will have no further obligation under the seniority provisions of this Agreement.

## SECTION 5 - SENIORITY (Cont'd)

4. Employees laid off and recalled within six (6) months shall retain their seniority accrued at the time of layoff. Time not worked shall not be considered in determining any benefits or wages under other sections of this Agreement. Seniority shall terminate after six (6) months absence from work due to non-occupational sickness (twelve (12) months in case of employees with at least twelve (12) months seniority).

E. In addition to the foregoing, seniority shall be terminated for any one or more of the following reasons:

1. Quit.
2. Justifiable discharge.
3. Failure to return to work from authorized leave of absence.

F. It is expressly understood that this Section will be applied in accordance with the Preamble of this Agreement.

## SECTION 6 UNION ACTIVITIES

A. It is agreed that Union duties and activities will not be carried on during hours or work; however, this shall not prevent Union officials from entering stores during store hours to satisfy themselves that this Agreement is being observed, providing they first make their presence known to management.

B. Bulletin boards in the Employer's stores may be used by the Union provided any notices posted thereon are first approved by the Employer's Personnel Department.

C. Any member of the Union being elected to permanent office or as a delegate to any Union activity necessitating temporary leave of absence shall be granted such leave of absence and shall at the end of the term in the first instance, or at the end of his mission in the second instance, be guaranteed re-employment at his former wage rate, plus any increase or less any reduction that may have become effective during his absence.

D. It is understood that Stewards of the Union shall

## SECTION 6 - UNION ACTIVITIES (Cont'd)

at all times be full time employees and shall be the last to be laid off in any case, subject to their ability to perform the job in question. The Union shall furnish the Company with a complete list of Stewards which shall be supplemented from time to time as may be necessary.

E. It is understood that the Union will use its best efforts to secure as Stewards a high caliber of employee who shall be required to conform to the standards and qualifications set by the Union.

F. Shop Stewards (not more than one (1) full time Steward per store) will be entitled to a leave of absence with pay for one (1) day per calendar year, for the purpose of attending a Shop Steward Seminar to be conducted by Local 1245. This seminar will be scheduled on a Monday, Tuesday, or Wednesday. The Shop Steward must upon returning from the leave present the Store Manager with written evidence from the Union that the Steward has used the leave for the purpose for which the leave was intended.

## SECTION 7 WORK WEEK

A. Except as provided in Paragraph B immediately below, the work week for full time employees shall consist of forty (40) hours to be performed within five (5) eight (8) hour days with not more than one (1) scheduled straight time night. Work in excess of forty (40) hours, or eight (8) hours in one day, or in addition to one (1) scheduled night in any week, but not for both, shall be paid at the rate of time and one half (applicable only to regular, full time employees).

B. All full time employees may be scheduled to work five (5) eight (8) hour days per week on a shift commencing twelve noon to four P.M. Further in order to maintain as many forty (40) hour positions as possible, the Employer may establish a flexible work shift for all full time employees. Full time employees will be assigned to such shifts by inverse order of seniority within each store, with newly hired employees being the first to be assigned to such shifts.

C. The regular day's work for all regular full time employees shall be worked in consecutive hours (exclusive of unpaid meal periods). No employee will be requested to work a split shift.



SECTION 7 - WORK WEEK (Cont'd)

D. All regular full time employees reporting for work on their scheduled work day shall be guaranteed hours of work as set forth in the posted work schedule at straight time pay. In the event such employee is called to work on his predesignated day off, he shall be guaranteed a minimum of four (4) hours work or pay at the overtime rate. If unavailable for work in either instance, employee will be paid only for hours actually worked.

E. 1. A part time employee may be scheduled up to a maximum of twenty-nine (29) hours per week, except during the period May 1 through September 30, when part time employees may be scheduled a maximum of forty (40) hours at their regular straight time rate of pay; also in case of emergency such employees may be scheduled to work forty (40) hours per week at their regular rate of pay up to a maximum of six (6) weeks.

2. Part time employees, if scheduled and instructed to report to work by the Employer, shall be guaranteed four (4) hours work.

3. Any part time employee temporarily working more than twenty-nine (29) hours, or forty (40) hours as provided above, in any week shall receive for such hours worked the applicable full time hourly rate of pay. If unavailable for scheduled work, employees will be paid only for time actually worked. Part time employees reporting for work on their regularly scheduled work day who are not given work shall be entitled to four (4) hours pay at their normal straight time rate of pay. Part time employees will normally be scheduled for not less than sixteen (16) hours per week. The provisions of this paragraph will not apply to Apprentice Clerks hired after October 8, 1978.

4. Part time employees scheduled to work more than five (5) hours per day will be scheduled an unpaid lunch period of not less than one half hour (except by mutual agreement).

5. Part time employees shall receive overtime (at the rate of time and one half) for all hours worked on their sixth (6th) day of work in any one (1) week and for hours worked over eight (8) in any one day.

## SECTION 7 - WORK WEEK (Cont'd)

F. The Employer shall post weekly in each store a working schedule of all employees covered by this Agreement showing their daily hours of work and, in the case of regular full time employees, their predesignated day off. This notice shall be posted by the Friday preceding each work week. The Employer shall give all regular full time employees five (5) calendar days notice of any change in their predesignated day off, except in case of emergency beyond the Company's control which includes failure of employee on the schedule to report for work. Regular full time employees required to work on their predesignated day off without receiving due notice as above provided shall be paid at the rate of time and one half their straight time rate of pay for work performed on such day. In computing regular full time employees' aggregate pay, time worked during predesignated day off will not be considered as work within such employee's normal scheduled work week.

G. Overtime shall be rotated among qualified employees within the classification required to perform the work.

H. Employees classified as Meat Managers or Journeyman Meat Cutters, shall be offered the opportunity to work forty-two and one-half (42 1/2) hours during the regular work week, Monday through Saturday. In the event an employee refuses such overtime the Union shall be notified. It is understood that vacation pay for such full time employees shall be computed on the basis of the employees straight time earnings.

I. All employees will be given a fifteen (15) minute rest period in approximately the middle of each four (4) hour shift.

## SECTION 8 JOB CLASSIFICATION AND WAGE SCALES

A. Job classifications and Minimum Wage Scales effective during the term of this Agreement are set forth in Exhibit "A" attached hereto and made a part hereof.

B. An employee promoted to department head or meat manager and subsequently demoted shall retain the former rate held prior to promotion plus any contractual increase effective in the interim.

SECTION 9  
VACATIONS

A. The Company will grant a paid vacation, as set forth under Section A and subject to the conditions under Section B of this Article to eligible employees covered by this Agreement.

Section A - Types of Vacation Grants

<u>Length of Continuous On-the-Job Service</u>	<u>Regular Full Time Employees</u>	<u>Regular Part Time Employees</u>
1. More than six (6) months but less than one (1) year on May 1 of the calendar year	1/12th of a week's basic straight time wage for each full month's service prior to May 1	None
2. One (1) year or more but less than two (2) years on May 1 of the calendar year	One (1) Week	The number of weekly hours normally worked
3. Two (2) years or more but less than eight (8) years* on the Saturday nearest September 30 of the calendar year	Two (2) Weeks	Twice the number of weekly hours normally worked
4. Eight (8) years* or more but less than twelve (12) years on the Saturday nearest September 30 of the calendar year.	Three (3) Weeks	Three times the number of weekly hours normally worked

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\* Effective May 1, 1983, eight (8) years shall read six (6) years of continuous service.



## SECTION 9 - VACATIONS (Cont'd)

### Length of Continuous On-the-Job Service

### Regular Full Time Employees

### Regular Part Time Employees

5. Twelve (12) years or more but less than twenty-five (25) years on the Saturday nearest September 30 of the calendar year.

Four (4) Weeks

Four times the number of weekly hours normally worked

6. Twenty-five (25) years or more on the Saturday nearest September 30 of the calendar year.

Five (5) Weeks

Five times the number of weekly hours normally worked

### Section B - Conditions

A. The annual vacation period will extend from May 1st to the following September 30th (closest Monday to these dates), except that the third, fourth and fifth weeks vacation will be scheduled by the Employer as business operations permit during the vacation year (i.e., May 1st through the following April 30th).

B. Any regular employee, full time or part time, shall, upon termination of his employment, be entitled to receive pro-rated vacation pay on the basis of one-twelfth (1/12) of the vacation to which he would have been entitled for each month of active work for which no vacation has been given, except in the case of discharge for proven dishonesty.

C. Eligible employees absent from work due to on-the-job (Workmen's Compensation) injury sustained during the vacation year will, nevertheless, be entitled to their vacation grant for that particular vacation year. Eligible employees absent from work due to non-occupational accident and sickness, for a cumulative period not to exceed six months (6/12) within the vacation year will, nevertheless, be entitled to their vacation grant for that particular vacation year. In the event of absence in excess of six months, employees will be entitled to six-twelfths (6/12) of the annual vacation grant, plus an additional one-twelfth (1/12) for each full month actively on the job during the vacation year.

D. Regular full time employees whose allotted vacation period includes a paid holiday will, at the Employer's option, be granted one day's basic straight time wage or one additional day of vacation in addition to the vacation grant (pro rata for



## SECTION 9 - VACATIONS (Cont'd)

### Section B - Conditions

eligible part time employees). Day to be taken must come immediately before or after vacation period.

- E. 1. Employees who work at least forty (40) weeks per year on an overtime schedule (excluding Sunday work) will receive average overtime hours in vacation grant, except as provided for in Section 7, Paragraph "H".

2. Employees classified as Meat Managers or Journeyman Meat Cutters who work at least forty (40) weeks per year on an overtime schedule in excess of two and one half (2 1/2) hours per week (excluding Sunday work) will receive the average overtime hours in excess of two and one half (2 1/2) hours in vacation grant.

F. Vacation periods will be given in consecutive weeks, wherever possible; provided, however, that all vacations up to and including two (2) weeks must be taken in consecutive days.

- G. 1. Employees entering the United States armed forces will be paid their earned pro rata vacation grant through the last day of the month of active employment.

2. Returning veterans who re-enter the Employer's service during the year immediately preceding the vacation year and within the time set forth in the Universal Military Training and Service Act will be paid one-twelfth of the annual vacation grant to which they may be entitled under Section A for each full month on-the-job during the year preceding the vacation year.

3. For the sole purpose of determining the length of service with the Employer, the time spent in the United States armed forces immediately following the temporary termination of service with the Employer and ending not earlier than the date of the discharge of the individual from the United States armed forces and not later than ninety (90) days thereafter shall be included in calculating the length of continuous on-the-job service required for eligibility for the various lengths of vacation grants unless such period exceeds four (4) years and ninety (90) days.

SECTION 10  
HOLIDAYS

- A. 1. The Employer agrees that the following days shall be considered holidays and be granted with pay. Regular full time employees shall become eligible for such holidays with pay, after the completion of two (2) months service. Regular part time employees and all Apprentice Clerks shall be eligible for such holidays after the completion of four (4) months continuous service. When a holiday falls on a Sunday, the following Monday shall be observed:

New Year's Day	Labor Day
Easter Monday	Presidential Election Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

2. Work can be performed on any of the herein above mentioned holidays. Work performed by full time employees shall be compensated for at the rate of double time (2T) for all hours worked, plus straight time for holiday pay, if eligible. Work performed by part time employees and Apprentice Clerks shall be compensated for at the rate of time and one half (1 1/2T) for all hours worked plus straight time for holiday pay, if eligible.

- B. 1. Upon completion of one (1) year's service with the Employer, a regular full time employee shall be granted one (1) personal holiday in the first four months of the calendar year, a second (2) personal holiday in the second four months of the calendar year and a third (3) personal holiday in the third four months of the calendar year.

2. The personal holidays shall be scheduled not less than two (2) weeks in advance with the mutual consent of both the Company and the employee, provided, however, that personal holidays may not be scheduled during any week in which one of the holidays listed in Section 10-A,1 occurs. If the employee has not made his selection by March 1 for the first personal holiday, by July 1 in the case of the second personal holiday and by November 1 in the case of the third personal holiday, the Company shall assign the personal holidays with not less than two (2) weeks' notice.

SECTION 10 - HOLIDAYS (Cont'd)

3. In addition to the holidays noted above, regular full time employees shall be granted one (1) additional holiday to be taken on the anniversary date of employment. If the employee's anniversary date of employment falls on a Sunday, an employee's normally scheduled day off, on another contractual holiday or during a vacation period, the employee will be granted time off with pay on his next scheduled work day or days following the above. The employee must notify the store manager two (2) weeks in advance of his anniversary date; if the employee fails to give such notice and he works on such day, he shall be paid straight time for such work and be granted another day off within two (2) weeks of that day.

4. The provisions of this Section 10 - Holidays, paragraphs B.1., 2. and 3. do not apply to Apprentice Clerks hired after October 8, 1978.

C. Where the Employer voluntarily closes his store to the public on any other holiday, the Employer agrees that no employee coming under the jurisdiction of this contract shall suffer a reduction of pay on account of such closing.

D. It is further agreed that during a week in which a holiday is given in accordance with this Agreement, such work week shall be considered a four (4) day week consisting of thirty-two (32) hours straight time pay. All time worked in excess of thirty-two (32) hours during said holiday week shall be compensated for at the rate of time and one half (1 1/2T), except that, full time employees may work forty (40) hours at straight time in such week by mutual agreement with the Employer.

E. 1. Regular part time employees shall be entitled to holiday pay as set forth in this Section when said holidays fall on days on which the part timer is normally scheduled to work. Holiday pay shall be based on the number of hours worked by such employee on the day on which the holiday falls. The Employer shall not rearrange the daily or weekly work schedule of regular part time employees so as to deprive such employee of holiday pay or reduce the number of hours regularly worked by reason of the contractual requirement for holiday pay.



SECTION 10 - HOLIDAYS (Cont'd)

2. Upon the completion of one year's service with the Employer, a regular part time employee shall be granted one (1) personal holiday of four (4) hours with pay in each calendar year. Such personal holiday must be scheduled not less than two (2) weeks in advance with the mutual consent of both the Company and the employee, provided, however, that the personal holiday may not be scheduled during any week in which one of the holidays listed in Section 10-A,1 occurs. If the employee has not made his selection by October 1, the Company shall assign the personal holiday with not less than two (2) weeks' notice.

3. In addition to the holidays noted above, regular part time employees shall be granted one (1) additional personal holiday to be taken on the anniversary date of employment, under the same terms and conditions as outlined above for full time employees.

4. The provisions of this Section 10 - Holidays, paragraphs E.1., 2. and 3. do not apply to Apprentice Clerks hired after October 8, 1978.

F. Employees shall not receive pay for any holiday not worked unless such employee has reported for work the regularly scheduled work day preceding and the regularly scheduled work day following the holiday. Employees shall be deemed to have reported for work on the said day before and day after said holiday if the absence is due to permission from or action by the Employer or in the case of a certified illness.

G. SUNDAY WORK: Sunday work, if available, shall be rotated among all employees who are qualified to perform the work; such Sunday work shall be compensated for as follows: all work performed on Sunday by full time employees shall be compensated for at double the employee's regular straight time rate of pay. All work performed on Sunday by regular part time employees shall be compensated for at the rate of time and one half (1 1/2T) the employee's regular straight time rate of pay. All work performed on Sunday by Apprentice Clerks shall be compensated for at the rate of time and one half (1 1/2T) the employee's regular straight time rate of pay following the completion of the employee's probationary period.



SECTION 11  
UNIFORMS AND LAUNDRY

A. All protective aprons required by the Employer to be worn in the stores and markets shall be furnished by the Employer. When management supplies drip-dry uniforms to each employee said uniforms will be laundered by the employee. The Union agrees that its members shall look presentable to the public and, to the best of their ability work for the interest of the Employer by attempting to increase sales at all times.

B. Rain apparel will be furnished to employees who are required to perform work out of doors during rainy weather.

SECTION 12  
GRIEVANCE PROCEDURE

A. Should a disagreement arise during the period of this Agreement concerning the interpretation or application of the terms of this Agreement, it shall be handled in accordance with the following procedure:

B. Excepting cases of proven mistakes in application of wage rates specified in this contract, a grievance to be considered as such, must be brought to the attention of Company and Union representatives within thirty (30) days of its occurrence. Grievances not filed within the limit herein specified shall have no right of appeal by any party involved.

C. Upon the filing of a written grievance by either party, the matter shall be discussed by a representative of the Employer and a representative of the Union who shall within five (5) days thereafter attempt to reach a settlement of the controversy.

D. If the matter remains unsettled, it shall be discussed within ten (10) days thereafter between Division Manager or his appointee and the Secretary-Treasurer of the Union or his appointee.

E. If the matter is still unsettled, then it shall be discussed within ten (10) days between the Vice President of Labor Relations of Employer or his appointee and the Union's appointee.

F. If the matter remains unsettled, either party may thereafter submit the issue to a Board of Arbitration to be appointed as follows:

## SECTION 12 - GRIEVANCE PROCEDURE (Cont'd)

1. One member shall be appointed by the Employer and one member shall be appointed by the Union. The designated arbitrators shall seek to agree upon the selection of a neutral chairman within ten (10) days following their appointment. In the event they are unable to agree on an impartial chairman, then the issue shall be submitted to the American Arbitration Association for the appointment of an arbitrator in accordance with its rules.

2. The arbitrator shall not have the authority to decide questions involving the jurisdiction of any Local, or of the International, or which may in any way effect a change, modify or amend any of the provisions of this Agreement.

3. The expenses of the arbitrator shall be borne equally by both the Employer and the Union.

## SECTION 13

A. No member of the Union shall suffer a reduction or change in any benefit or term or condition thereof which he has previously enjoyed by reason of any provisions of this Agreement.

B. Where employees are required to have health certificates whether by law or Company request, the Company will pay all reasonable costs connected therewith.

## SECTION 14 VALIDATING CLAUSE

The provisions of this Agreement are deemed to be separable to the extent that if and when a court of competent jurisdiction adjudges any provision of this Agreement to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this Agreement but such remaining provisions shall continue in full force and effect; provided further that in the event any provision or provisions are so declared to be in conflict with a law, both parties shall meet immediately for the purpose of renegotiation and agreement on provision or provisions so invalidated.

SECTION 15  
HEALTH FUND

The provisions of this Section, Health Fund, are set forth in a "Memorandum of Agreement, Health Fund", dated November 10, 1981, attached hereto and made a part hereof.

SECTION 16  
PENSION

The provisions of this Section, Pension, are set forth in a "Memorandum of Agreement, Pension Fund", dated November 10, 1981, attached hereto and made a part hereof.

SECTION 17  
SEVERANCE

A. Effective January 1, 1982, the Employer agrees to contribute to the UFCW Local 1245 Labor-Management Severance Fund (hereinafter referred to as the "Fund") a total of five cents (\$.05) per hour for all straight time hours worked for each employee on the payroll, except employees classified as Apprentice Clerks. The hourly contribution for full time employees will commence with the first full payroll week following the completion of six (6) months of continuous active full time employment; the hourly contribution for part time employees will commence with the first full payroll week following the completion of twelve (12) months of continuous active part time employment.

B. Effective January 1, 1983 through December 31, 1983, the contribution rate shall be ten cents (\$.10) per hour for all straight time hours worked under the same terms and conditions as noted above.

C. Effective January 1, 1984 and for the duration of this Agreement the contribution rate shall be fifteen cents (\$.15) per hour for all straight time hours worked under the same terms and conditions as noted above.

D. The Fund shall be governed by a Board of Trustees consisting of equal numbers to be designated by the Employer and the Union.

E. It is understood and agreed that the Fund referred to herein shall be such as will continuously qualify for approval by the Internal Revenue Service, so as to allow the Employer an income tax deduction for the contributions paid hereunder.



#### SECTION 17 - SEVERANCE (Cont'd)

F. It is agreed that all questions involving severance not specifically set forth herein shall be determined by the provisions of the Agreement and Declaration of Trust governing the Plan.

G. This Section encompasses the sole and total agreement between the Employer and the Union with respect to Severance benefits or coverage.

#### SECTION 18 JURY DUTY

Employees actually serving on juries shall receive the difference between their straight time weekly basic pay and the amount received while on jury duty. They will work their regular schedule at times when the jury is not in session.

#### SECTION 19 DEATH IN FAMILY

In the case of a death in the immediate family (namely, the death of a parent, spouse, child, brother, sister, mother-in-law or father-in-law) of any employee requiring such employee's absence from his regularly scheduled assignments, the employee shall be granted a leave of absence up to three (3) consecutive calendar days (one (1) day in case of the death of the grandparent of an employee). When an employee's normal time off falls within the three (3) day period (or one (1) day if applicable), he shall be reimbursed for that portion of time normally scheduled for work but under no circumstances shall the application of this clause result in an increase in such employee's basic weekly salary.

#### SECTION 20 STRIKES AND LOCKOUTS

The Union and Employer agree that there shall be no strikes, boycotts, lockouts, stoppages of work, slowdowns or any interference in the operations of the Employer by employees during the life of this Agreement and in the event differences



## SECTION 20 - STRIKES AND LOCKOUTS (Cont'd)

or disputes should arise between the Employer and Union or its members as to the meaning and application of this Agreement or otherwise or should any trouble of any kind arise, there shall be no suspension or cessation of work by the employees because of such difference.

## SECTION 21 MILITARY SERVICE

Any employee returning from the Military Service shall be put back on the regular job he had when leaving for military service or its equivalent, subject to the provisions of the Universal Military Training and Service Act. Because on-the-job experience and application are the predominating factors in upgrading within a rate range, military service itself shall not qualify an employee for automatic promotion within such rate range but same shall be based on payroll service only.

## SECTION 22 CHECKOFF

A. It is agreed that the Company and the Union shall establish a checkoff plan of union initiation fees and dues for all employees covered by this Agreement. It is further agreed that the Union will secure Checkoff Authorization statements from each employee and turn these authorization cards over to the Employer for their authorization to make these deductions.

B. It is further recognized that the Union has a Political Action Committee and is entitled to voluntary contributions to said Committee by its members and by bargaining unit personnel. Upon receipt of a proper written authorization from an employee, the Employer agrees to deduct weekly payments from the wages of said employee and remit same monthly to the Union Political Action Committee. It is understood that any such authorization for payroll deductions shall be voluntary on the part of the employee and may be cancelled in accord with the requirements of law and the terms of the authorization. It is also agreed that such deductions shall be consistent with the payroll procedures of the Employer.

C. The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that might arise out of or by reason of action taken or not taken in respect to any deductions made pursuant to the provisions of this Section.

SECTION 23  
INJURY ON JOB

Any employee injured on the job shall be paid in full for the day on which the injury occurred, provided the injury requires medical attention and is of such a nature as to prohibit the employee from returning to work.

SECTION 24  
PAST SERVICE CREDIT

A. The Employer agrees that all new full time employees who have had previous, similar chain grocery store experience in the same classification for which they were hired, during three (3) years preceding their hiring date, and who claim such experience at the time of the filing of their application with the Employer, and such experience shall be verified by their previous Employer, shall be given credit for such experience and their starting rate shall be based on their actual full time experience according to the schedule of rates.

B. The Employer shall grant previous experience credit toward establishing wage rates only for part time employees who were previously employed with the Employer and who were subsequently rehired. It is agreed that there will be a three (3) year limitation on the checking of such records.

C. Part time employees accepting full time employment shall receive service credit for determining their applicable rate of pay on the basis of one (1) month full time credit for each two (2) months of part time service.

SECTION 25  
MINIMUMS

The terms and conditions of this Agreement are intended to cover minimums in wages and other employee benefits only. The Employer may place superior wages and other employee benefits in effect and may reduce the same to the minimums herein described without the consent of the Union.

SECTION 26  
ZIPPER

Parties agree that they have had an opportunity and an unlimited right to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and this Agree-

SECTION 26 - ZIPPER (Cont'd)

ment contains the result of such discussions and negotiations. Therefore, the Employer and the Union for the life of this Agreement, agree that the others shall not be obligated to bargain collectively with respect to any matter not specifically referred to or covered in this Agreement and in the latter instance such contact shall be limited to the terms and provisions of the Grievance and Arbitration Clause.

SECTION 27  
DURATION

THIS AGREEMENT shall be in effect from October 11, 1981, to and including October 13, 1984, and shall be self-renewing for yearly periods thereafter until and unless either party notifies the other party in writing at least sixty (60) days prior to October 13, 1984, or the expiration date of any subsequent yearly period of its desire to change, modify or terminate this Agreement. Pending the conclusion of negotiations, neither party shall change the terms or conditions existing under this Agreement.

SIGNED THIS 1st day of Feb., 1982.

FOR THE COMPANY:

McLennan

James R. Burtette

W. C. Handell

\_\_\_\_\_

\_\_\_\_\_

FOR THE UNION:

Frank DeVito

William L. Melleker

Kevin J. Peltz

Roy Romagnolo

\_\_\_\_\_

\_\_\_\_\_



EXHIBIT A

All employees on the payroll prior to September 10, 1981 shall receive on the dates indicated the following minimum wage increase or the applicable wage rate, whichever is greater:

	<u>10/11/81</u>	<u>10/10/82</u>	<u>4/10/83</u>	<u>10/9/83</u>	<u>4/8/84</u>
Meat Managers	\$40.00	\$20.00	\$10.00	\$21.00	\$10.00
Journeyman Meat					
Cutters	35.00	20.00	10.00	21.00	10.00
Apprentices	30.00	20.00	10.00	21.00	10.00
Grocery Dept.					
Managers	35.00	20.00	10.00	20.00	10.00
Produce Dept.					
Managers	35.00	20.00	10.00	20.00	10.00
Dairy Dept.					
Managers	30.00	20.00	10.00	20.00	10.00
Head Cashiers	30.00	20.00	10.00	20.00	10.00
General Clerks	30.00	20.00	10.00	20.00	10.00
Cashier Clerks	30.00	20.00	10.00	20.00	10.00
Special Clerks					
(Meat and Deli.)	30.00	20.00	10.00	20.00	10.00
Weighers & Wrappers	30.00	20.00	10.00	20.00	10.00
All Part Time					
Employees (except					
Apprentice Clerks)	.50	.50	.125	.50	.125
Apprentice Clerks	.25	.25		.25	

All employees with less than thirty (30) months service on the payroll September 10, 1981, shall receive applicable across-the-board increases or the applicable progression step rate, whichever is greater to the maximum rate.



Exhibit A (CONT'D)

JOB CLASSIFICATIONS  
and WAGE RATES:

	10/11/81 thru 10/9/82	10/10/82 thru 4/9/83	C.O.L. 4/10/83 thru 10/8/83	10/8/83 thru 4/7/84	C.O.L. 4/8/84 thru 10/13/84
FULL TIME GENERAL CLERK, CASHIER CLERK, SPECIAL CLERK AND WEIGHER WRAPPER					
30 Days to 6 Months	\$210.00	\$220.00	\$220.00	\$230.00	\$230.00
6 Months to 12 Months	220.00	230.00	230.00	240.00	240.00
12 Months to 18 Months	230.00	240.00	240.00	250.00	250.00
18 Months to 24 Months	255.00	275.00	280.00	300.00	305.00
24 Months to 30 Months	275.00	295.00	305.00	325.00	335.00
30 Months and Over	313.00	333.00	343.00	363.00	373.00

EFFECTIVE OCTOBER 11, 1981

At each step in the wage progression scale the Produce Manager and Grocery Manager, where designated, shall receive \$35.00 per forty (40) hour week above the progression rate applicable.

Where designated the Dairy Department Manager, Head Cashier & Head Deli Clerk shall receive \$10.00 per forty (40) hour week above the applicable progression rate.

	10/11/81 thru 10/9/82	10/10/82 thru 4/9/83	C.O.L. 4/10/83 thru 10/8/83	10/9/83 thru 4/7/84	C.O.L. 4/8/84 thru 10/13/84
MEAT MANAGER	\$440.00	\$460.00	\$470.00	\$491.00	\$501.00
Trainee	421.00	441.00	451.00	472.00	482.00
JOURNEYMAN MEAT CUTTERS					
First 6 Months	\$378.00	\$398.00	\$408.00	\$429.00	\$439.00
Thereafter	397.00	417.00	427.00	448.00	458.00
Part Time	7.925	8.425	8.55	9.05	9.175

Exhibit A (CONT'D)

	10/11/81 thru 10/9/82	10/10/82 thru 4/9/83	C.O.L. 4/10/83 thru 10/8/83	10/9/83 thru 4/7/84	C.O.L. 4/8/84 thru 10/13/84
<u>APPRENTICES</u>					
First 6 Months	\$247.00	\$267.00	\$277.00	\$298.00	\$308.00
Second 6 Months	265.00	285.00	295.00	316.00	326.00
Third 6 Months	301.00	321.00	331.00	352.00	362.00
Fourth 6 Months	337.00	357.00	367.00	388.00	398.00

PART TIME EMPLOYEES  
(Except Apprentice  
Clerks)

30 Days to 6 Months	\$ 4.00	\$ 4.25	\$ 4.50
6 Months to 12 Months	4.25	4.50	4.75
12 Months to 18 Months	4.45	4.75	5.00
18 Months to 24 Months	4.70	5.00	5.25
24 Months to 30 Months	4.95	5.25	5.50
30 Months and Over	5.25	5.50	6.00

APPRENTICE CLERKS

After 60 Days	\$ 3.70	\$ 3.85	\$ 4.00
After 12 Months	4.00	4.20	4.40
After 24 Months	4.40	4.60	4.80

Apprentice Clerks hired after October 8, 1978 will be eligible for employee Dental and Optical Benefits only, after twelve (12) months service. Such employees will not qualify for Pension Benefits. Duties exclude checking, unless paid for such work at appropriate Cashier rate.

A premium of forty cents (\$.40) per hour will be paid employees assigned a regularly scheduled night shift. An additional premium of thirty cents (\$.30) per hour will be paid to those employees assigned by the Company as Man in Charge of Night Crew, provided there are at least three (3) employees on the night crew.

Employees who relieve in a higher rated job classification for a period of three (3) or more consecutive days shall receive the contract rate specified for the higher classification involved for the entire period of such relief.



006701

This report is authorized by law 29 U.S.C. 2.  
Your voluntary cooperation is needed to make  
the results of this survey comprehensive,  
accurate, and timely.

Form Approved  
O.M.B. No. 1220-0001

MARCH 26, 1981

MAY 4 1982 - R

LABOR RELATIONS DIVISION  
RETAIL CLERKS INTERNATIONAL  
ASSOCIATION  
245 PATTERSON AVENUE  
LITTLE FALLS, NJ, 07012

PREVIOUS AGREEMENT EXPIRED  
OCTOBER 10, 1981

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

ACME MARKETS INC DIV 7 WHIPRANY NJ

WITH RETAIL CLERKS  
NEW JERSEY

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

*Janet L. Norwood*

JANET L. NORWOOD  
Commissioner

PLEASE RETURN THIS LETTER WITH  
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 2,300 MEMBERS
2. Number and location of establishments covered by agreement \_\_\_\_\_
3. Product, service, or type of business SUPERMARKET
4. If your agreement has been extended, indicate new expiration date \_\_\_\_\_

VINCENT DEVITO DIRECTOR OF OPERATIONS 201-256-8480  
Your Name and Position Area Code/Telephone Number  
245 PATTERSON AVENUE, LITTLE FALLS, N.J. 07424  
Address City/State/ZIP Code